

Notice to Offerors

Request for Proposals

1005415

INMATE COMMISSARY SERVICES AND SYSTEM

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A, Wage Requirements Compliance), a Contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subContractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subContractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov), and clicking on "Departments," "General Services," "Office of Procurement," and then "Living Wage." . Also, the Wage Requirements law ("Living Wage") is available at the same website.



REQUEST FOR PROPOSALS
RFP# 1005415

INMATE COMMISSARY SERVICES AND SYSTEM

June 21, 2011

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One (1) original and seven (7) copies of your proposal must be submitted in a sealed envelope/package no later than 3:00PM on 07/21/2011, to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will not be an optional pre-submission conference however there will be a demonstration of the offeror's software as a component of the qualification/evaluation process.

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the IT technical information please contact Brenda Sims, IT Manager, Department of Correction & Rehabilitation 12500 Ardennes Ave Rockville, MD 20852 at (240) 777-9984, Email: Brenda.sims@montgomerycountymd.gov. Non-technical questions concerning the Scope of Services should follow the instructions as indicated in this RFP.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Sarah W. McRae at (240) 777-9945.

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)

This is a Services Contract (see Section A, Services Contract):	X
or	
This is a Construction Contract (See Attachment H):	
or	
This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):	

David E. Dise, Director
Department of General Services

Revised 08/10

RFP # 1005415
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Montgomery County, Maryland
Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or Contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person SubContractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
Montgomery College (MC)
Montgomery County Public Schools (MCPS)
Montgomery County Revenue Authority
Montgomery County Housing Opportunities Commission (HOC)
Washington Suburban Sanitary Commission (WSSC)
Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person SubContractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

PAYMENT TERMS

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

The County's payment terms are net thirty (30) days.

PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at: www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp.

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective Contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and non-technical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a Contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.
3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the Contractor's and any first-tier subContractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The Contractor and any first-tier subContractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subContractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the Contractor or one of its subContractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subContractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the Contractor;
- (2) give direction to the Contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the Contractor's performance;
- (6) furnish timely written notice of the Contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and

(11) monitor and verify compliance with any MFD Performance Plan.

- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/Contractors in certain situations. The Contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The Contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the Contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A Contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The Contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the Contractor agrees to be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive Contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a Contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the Contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the Contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The Contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3, "Applicable Laws," Contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, Contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when Contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the Contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and its subContractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, this General Conditions of Contract document supersedes the Contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subContractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The Contractor is an independent Contractor. The Contractor and the Contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/Contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/Contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/Contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The Contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

RFP # 1005415

TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for Contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent Contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non- owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

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RFP # 1005415

TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent Contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If Contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then Contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to Contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the Contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the Contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The Contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The Contractor must bind its subContractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the Contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term for Contractor performance beyond its initial term, continuation of Contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued Contractor performance in a subsequent fiscal period, Contractor's performance must end without further notice from, or cost to, the County. The Contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the Contractor must not undertake any performance under this contract until the Contractor receives a purchase order or contract amendment from the County that authorizes the Contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the Contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the Contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the Contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the Contractor up to the date of termination. The Contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The Contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.
PMMD-45. REVISED 04/01/10

SECTION C - SCOPE OF SERVICES:

I. BACKGROUND

Montgomery County, Maryland (hereinafter referred to as “the County”) through this Request for Proposal is soliciting proposals from experienced and qualified firms for a fully operational, secure, and reliable inmate commissary system. The system must include a full range of services such as Inmate Accounting Software, Computer Hardware and support, and Commissary Services for the inmate population. Offerors who submit proposals to this RFP must submit technical and service solutions based on their programs that meet or exceed the goals and objective contained herein.

The County, through its Department of Correction & Rehabilitation provides secure custodial services for inmates housed in its detention facilities - the Montgomery County Detention Center (MCDC) located at 1307 Seven Locks Road, Rockville, Maryland 20854 and the Montgomery County Correctional Facility (MCCF) at 22880 Whelan Lane, Boyds, Maryland 20841. The selected Contractor must provide services to both facilities with a combined average daily population of 850 and an estimated 15,000 bookings per year. The combined capacity of both facilities is approximately 1250 beds. A high percentage of inmates utilize the commissary services on a weekly basis. The Commissary sales total for the year 2009 was \$383,743.42, and for the year 2010 it was \$403,479.46. These numbers are given for information purposes only and do not serve as any guarantee by the County that they will remain the same or will increase. Commissary delivery must occur only one (1) day per week (to be determined by the County), completing all delivery on that day between the hours from 8:00A.M. to 9:00 P.M. Offerors who are interested in touring the detention facilities (MCDC & MCCF) to view the Inmate Commissary Service location/installation may do so by contacting Ms. Sabrina Kinard to make an appointment. Ms. Kinard can be reached at 240-773-9731.

Commissary Services must be provided in an efficient and effective manner to insure the security of the facilities, staff and inmates; and, to obtain a quality Inmate Trust Fund Accounting System that adequately meets the accounting needs of the inmate population.

The offeror must design, engineer, write, own, install, and support its' software and kiosks. None of these factors should be performed, supported, or owned by a third party. At no additional cost to the County, the Contractor is responsible to provide all software and hardware necessary to perform the contract resulting from this RFP, for the duration of the contract. The Contractor is responsible to provide maintenance of the software and hardware and to replace the hardware when required. No third party involvement will be allowed.

The resulting Contractor from this RFP is responsible for all costs associated with the Commissary Operation. The costs associated with the Inmate Trust Fund Accounting System will be covered by the price of the commissary products the Contractor charges the inmates. The Commissary Operation and the Inmate Trust Fund Accounting System will not place any additional cost or responsibilities on the County. The County must receive a return of profit to the County's Inmate Profit Fund from commissary sales. The price of commissary products to the inmate population shall be reasonable, competitive retail pricing.

II. INTENT

The intent of this Request for Proposals is to obtain the service of a qualified Contractor to provide regularly scheduled commissary services to incarcerated inmates of the Department of Correction and Rehabilitation (DOCR), utilizing their proposed inmate commissary system which must include an Inmate Trust Fund Accounting Software System. The Inmate Trust Fund Accounting Software must function on the County's existing Microsoft platform. All costs associated with the computer system including but not limited to installation, hardware and software maintenance and supplies will be the responsibility of the Contractor for the duration of the contract resulting from this RFP. The application software must be able to support a minimum of 100 users. The Contractor must provide one (1) Windows 2003 Server or higher with a UPS backup and Symantec Endpoint Protection software for running the full functionality of the inmate accounting system within the County's LAN, one (1) high-end Dell desktop computer running Symantec Norton Internet Security, software for use as a web server for inmate accounting system web inquiries and four (4) Laser printers for printing of financial documents, end-user reports and check writing.

III. SCOPE OF SERVICES/SPECIFICATIONS/WORK STATEMENT

A. System and Installation Requirements

The Contractor will provide and install the proposed system, at no cost to the County, and provide all documentation for said system within 30 days of contract award and execution. The Contractor shall oversee and assist in the initial set-up of the proposed system.

The Contractor must be available 24 hours a day, 7 days a week, for service calls to maintain the inmate accounting system. Maintenance will be performed remotely whenever possible using the County's Juniper Networks SSL based VPN solution and on-site if necessary. Client side policy enforcement with the County VPN solution will be mandatory for Contractor personnel and if the PC attempting to access the County network does not meet the current host policy the access will be denied. The recommended configuration for the Contractor's support PC is:

Client PC –

- CPU: 500 MHz or above recommended for windows Client
- Memory: 512MB or above recommended

Required Java Software (Either one)

- Sun Java JRE 5/1.5.07 and above

Supported Browsers on windows Platforms

- Internet Explorer 6.0, 7.0 or 8.0
- Firefox 2.0, 3.0 or 3.5

Maintenance includes, but is not limited to, correction of all server and Inmate Trust Fund Accounting Software System software problems, installation, testing and implementation of all inmate accounting and commissary software.

The Inmate Trust Fund Accounting Software and commissary system must accommodate at least 2000 active inmate accounts and at least 30,000 inactive inmate accounts.

The Inmate Trust Fund Accounting Software and commissary system must include a security system. The County uses Single Sign On (SSO) technology using reverse proxy servers (Web SEAL) from Tivoli and Microsoft Active Directory as the master user registry for all applications. This is the required architecture for the Contractor's inmate accounting and commissary software. At a minimum access levels to the Contractor's software must be controlled by each individual user Single Sign On ID and password with the ability to track each recorded transaction by the individual user Single Sign On ID.

B. Turnkey Installation - The Contractor shall be responsible for all costs associated with the inmate commissary system, including but not limited to, purchase of equipment, installation, service, maintenance, data network connections, and day-to-day operations. The County shall have no responsibility for any costs associated with the system or the installation of the system. This includes any additional equipment associated with any future expansion of housing units while the contract is in effect.

The Contractor is responsible for determining all wiring and software requirements and costs associated with the conversion of service from the current inmate commissary system provider. The Contractor shall coordinate all details of switching out services with the current service provider with little or no down time during change over. All information must be transferred from current provider's system in approximately the same format, i.e. haircut fee to haircut fee, showing all line items that were listed before. The Contractor will provide at no cost to the County training on the proposed system to designated correctional staff, IT staff, and the Inmate Accounting staff. The proposal must specify the scope and content of the training to be provided.

Installations, training, and technical support must be provided by the Contractor and may not be provided by a third party.

The Contractor must obtain all necessary licenses to do business in Montgomery County, Maryland, including but not limited to, a Trader's License.

The equipment and software to be used for this contract are the property of the Contractor. When the term of this Contract ends the equipment and software shall revert to the Contractor, without any cost, liability or obligation to the County. The Contractor must ensure that no damage is done to the County's property when the equipment is installed and later when removed at the end of the contract term. If the County's property sustains damages as a result of the installation or removal of equipment, the Contractor will be responsible to and must correct or repair such damage at its own expense, and must complete such repair within a reasonable time, not to exceed ten (10) calendar days. Failure by the Contractor to make such corrective repairs may result in legal actions being taken by the County against the Contractor.

The Contractor agrees to pay all federal, state, and local taxes which may be assessed against Contractor's equipment or merchandise while in or upon the premises as well as all federal, state and

local taxes assessed in connection with operation of its' commissary services upon the County's premises.

C. Authorization Controls

The Inmate Banking System must have at a minimum the following features and controls:

- Independent user authorization IDs that can be added to user-defined groups for ease of management and change control.
- Application idle timeouts without automated logoff.
- Independent workstation authorizations that can be added to workstation groups to limit activities in sensitive areas such as cash-handling, and check writing.
- Inquiry only modes to prevent unauthorized updates to inmate and /or General Ledger Accounts.
- Each financial transaction retains the user ID, station ID, timestamp and unique numeric record key.

D. Transaction Controls

- Ability to set out of range transaction warnings.
- Ability to apply holds to suspect deposits.
- Pending commissary order amounts reserved to avoid over-spending the inmates balance.
- Automated account close features to avoid errors in applying closing amounts.

E. Service and Support Requirements

The Contractor shall be responsible to provide on a twenty-four (24) hour, seven (7) day per week basis, maintenance and support for the Commissary System. The Contractor shall respond, in person, to the County's telephone request for maintenance within twenty-four (24) hours of the telephone request for service.

The offeror in their proposal will describe in detail, their company's service and maintenance program, including remote access, diagnostics, downloading and trouble-shooting. The offeror should be capable of using a secure virtual private network (VPN) to diagnose and troubleshoot systems. All costs for maintenance, support, repair of all software and equipment will be at no cost to the County, and will not be deducted from the County's commissions. During the term of the resulting contract from this RFP, the Contractor agrees to provide maintenance to diagnose problems, determine proper solutions and provide:

- The implementation of any required solutions, changes, modifications, updates or other services which are necessary to allow the software, hardware and any other commissary equipment to perform in accordance with the specifications as set forth in the RFP.
- Upgrade the software and hardware to its required performance standards as required in the RFP.

- Support provided via an 800 number over which a live person is reached.

The Contractor shall provide effective training to the County as may be required by the County. This will include, but not limited to, training for designated correctional and administrative staff in maintaining inmate accounts on the Contractor's software and hardware.

The County will not be responsible for damage to the Contractor's equipment occurring as a result of an inmate's use or vandalism of the equipment. The County will make reasonable efforts to prevent such acts. The offeror in their proposal will provide a description of the standard operating procedures for normal system administration tasks specific to the offeror's software. The description should include and identify any specialized technical skills that will be required by County personnel and recommended guidelines for file backup. All software installed as part of the resulting contract, and all systems attaching to County communication services must be free of viruses. The Contractor prior to accessing and installing software within the County environment must comply with anti-virus software licenses, and document and provide to the County the virus scanning procedures that the Contractor will follow. Remote access is to be coordinated through the County's DOCR IT Manager. The Contractor is responsible for maintaining a dial-in service to appropriate systems. When recommending or performing future software upgrades and repairs, the Contractor must inform the County's DOCR IT Manager of potential impacts on the existing hardware and operating system configurations. Specifically, the Contractor must notify the County in advance that software enhancements will require modifications to workstation configurations. Future software upgrades and repairs shall not adversely impact existing hardware and operating system configurations or operation.

F. Accounting Software Requirements

The Contractor must provide a computerized Inmate Trust Fund Accounting Software System, adhering to generally accepted accounting principles and capable of being audited by the County. The accounting software system (software and hardware) must be capable of handling all accounting functions of the commissary operation. The accounting system must function on the County's existing Microsoft platform. All costs associated with the computer system including, but not limited to, installation, hardware and software maintenance and supplies, will be the responsibility of the Contractor for the duration of the contract resulting from this RFP. The application software must be able to support a minimum of 100 users. The Contractor must provide one (1) Windows 2003 Server or higher with a UPS backup and Symantec Endpoint Protection for running the full functionality of the inmate accounting system within the County's LAN, one (1) high-end Dell desktop computer running Norton Internet Security software for use as a web server for inmate accounting system web inquiries and four (4) Laser printers for printing of financial documents, end-user reports and check writing. The software must be windows based with a relational database. The system must have the capability to operate on a network of PC's running Windows XP operating system. The Inmate Trust Fund Accounting Software System must be approved by the County's Finance Manager and the DOCR IT Manager or designees.

If, during the term of the contract that results from this RFP, the County implements a Correction and Rehabilitation Information Management System (CRIMS) that includes an inmate accounting module, the Contractor agrees, at no costs to the County, to convert the County's inmate accounting data from the Contractor's inmate accounting system to the county's new CRIMS inmate accounting module and to develop and implement an automated interface from the Contractor's Commissary system to the County's new CRIMS inmate accounting module within sixty (60) days written notice

by the County. The County uses an Enterprise Service Bus (ESB) infrastructure for interfaces based on a shared folder system. Files must be NIST based text files.

The Inmate Trust Fund Accounting System must include the following components:

1. Real- Time General Ledger
 - The software must provide an unlimited number of user defined accounting transactions and an unlimited number of defined General Ledger Accounts. This enables the establishment of both a Chart of Accounts and standardized transaction events that affect these accounts, including adjusting and closing entries, transfers from subsidiary ledger accounts to General Ledger Accounts, clearing accounts that can accept closing entries at the end of an accounting period.
 - The General Ledger must track all transactions entered into the system. All journals (Cash Receipt Journal, Account Receivable Journal, Account Payable Journal, and General Journal) must automatically post to the General Ledger.
 - Using the trial balance features of the General Ledger, transactions must be capable of being grouped and reported on for any time span, including accounting periods, asynchronous to common calendar spans such as months and years.
2. Cash Receipt Journal to track all deposits made to inmates' accounts. The system must provide reports such as specified by the County, including, but not limited to: daily transaction summary report, cash reconciliation capabilities, proof of cash report, consolidated reports of commissary orders for verification of goods delivered.
3. Account Receivable Journal to record and keep track of all outstanding monies owed by each and all inmates for goods or services received.

Recoverable Transaction and Inmate Debts:

- The system must allow the County to charge any number of user-defined recoverable transactions (including but not limited to indigent purchases) to an inmates' account when the inmate does not have the funds to make payment for the charge.
 - The system must create a receivable account for each inmate and track negative balance until such balance is paid in full.
 - The system must recover based on established rules, any funds that are owed to the County at various points as transactions occur.
4. Account Payable Journal to record all payments made from inmates' accounts and the Inmate Profit Account.

The system must have comprehensive checkbook management features to include:

- The ability to write a check from an inmate's account to a third party.
- The ability to write a check crediting multiple inmates for services (ex., - a single check to the barber for haircut and styling services to several inmates, or a check to the Courts for bail purposes).

- The ability to void, correct and add manually written checks.
 - Capable to print a check registry, outstanding check registry and reports based on multiple criteria which can be queried (to include the check date, check number, check payee and check amount) by County staff.
 - The ability to detail the charges to inmates for services such as haircuts or medical expenses.
5. General Journal to make general and adjusting entries. General Journal transactions must be grouped by account in the General Journal and summarized by month and year.

The Inmate Trust Fund Accounting System must facilitate the following:

1. Generating detailed transaction report of all activities; financial reports such as Trial Balance, monthly and annual Financial Statements.
2. Maintain individual inmate accounts identified by the inmate's name, DOCR ID number, temporary MCPID number, and permanent MCPID number. The system must allow sorting of inmate account by any of these identifiers.
3. For new lockups that come into the facility with no money, the system must be capable of opening an account with a zero beginning balance.
4. Must alert the user opening a new inmate account of a skipped or out of sequence I.D number so that the appropriate action can be taken to make the correction.
5. Allow the Central Processing Unit (CPU) to open an Individual Trust Fund (ITF) for an inmate at the time of booking, and to enter into the computer system the amount of money in their possession at the time of booking. A money receipt must be generated for each financial transaction entered into the system.
6. Must interface with the existing jail management program to show an individual inmate's account balance on his jail booking record.
7. Must track positive and negative balances through repeated incarcerations of the same inmate.
8. Work in a clustered environment. Give diagram of system components as they would work best with one another including a clustered environment.
9. Provide a complete audit trail of all transactions entered into the system.
 - Each financial transaction relating to an inmate account must include the inmates DOCR ID number, date, amount, timestamp, workstation ID, officer ID, description and receipt number
10. Allow the following at a minimum, to occur on the Inmate Trust Fund (ITF):

- a. Deposit funds to the account.
- b. Issue checks from an ITF to the inmate or a third party.
- c. Account for commissary and other charges.
- d. Process adjustments for commissary items and other transactions.
- e. Reopen an existing account, utilizing the same inmate ID number after the account has been closed.
- f. Handle bail/bond transactions in the same system by a separate accounting file from the ITF.
- g. Ability to charge an inmate for fees and fund transactions for other than commissary orders, to include but not limited to, charges for haircuts, medical fees, photocopies, lost inmate I.D., taxi coupons and bus tokens; to apply payments to said fund balances; and to release an inmate with a balance due the County that can be maintained indefinitely.
- h. Allow for fee charges to be made to inmate's account that has no money (has a zero balance), for unpaid fees for services/products received to facilitate collection on such account in the future.
- i. Maintain an integrated checkbook that will allow checks to be written from an individual inmate ITF account or from the commissary fund balance.
- j. Print a check registry by check number range or date range.
- k. Ability for staff to review an individual inmate's order at a later date or time.
- l. Ability to generate a duplicate receipt. The receipt when used for bail payment should identify the individual(s) providing the funds.
- m. Allow for notes to be entered into the inmate's account and for retrieval of the notes for viewing or to print.
- n. Provide the option to close an inmate's account with a debit release card, combination of cash and check, with only cash, or with check only, and with a detailed statement.
- o. During the course of the resulting contract the County may opt to use Debit Release Cards as a mode for closing inmate accounts upon release. Therefore the Contractor must provide this service to include the following at no additional cost to the County or inmate:
 - Debit Release Cards must carry the MasterCard® or Visa® logo.
 - Debit Release Card must be FDIC insured.
 - Service must provide immediate access to funds.

- Debit Release Card must provide the ability to make both PIN-based and signature-based transactions.
 - Both PIN-based and signature-based transactions must be free of charge to the released person/cardholder.
 - Debit Release Card must allow for the first ATM withdrawal by the released person/cardholder to be free of charge.
 - Debit Release Card must have a toll-free customer service number located on the card. Customer service must be bi-lingual and accessible 24 hours a day, 365 days a year.
 - Debit Release Cards must provide 24 X 7 X 365 account access.
 - The County's designated staff must be provided access to a secure website to load the inmate funds onto a Debit Release Card.
 - The Contractor must provide a card swipe to facilitate the County's designated staff to populate the debit card number on the website to reduce human error.
 - The County must have access to reporting needs 24 x7x365 via the secure website.
 - At no additional cost/fee to the released person/cardholder, they must be able to activate the card through a toll-free phone number and a secure website.
 - Released persons must have the option to register their card with the Card Provider upon activation so that in the event it gets lost, the cardholder can report a lost or defective card to the Provider, and the provider can de-activate the card and send the released person/cardholder the remaining balance on the card at the time of deactivation.
 - The Contractor must provide an inventory (to be determined) of Debit Release Cards to the County for use when releasing inmates with account balances.
 - Alternative service points- Contractor to provide an option for the released inmate to convert the released card into a permanent re-loadable debit card. The permanent card to offer the following:
 - Free direct deposit
 - Free cell phone and email account activity alerts
 - Free real-time account management and transaction reporting online.
11. The system must allow for the establishment of an account to track debits and credits to the Trust Fund not directly related to an individual inmate (e.g., deposit of funds into the checking account to cover bank service charges).
12. The system must have comprehensive Bank Reconciliation management features to include:
- Ability to update check status to cleared, void, expired.
 - Positive pay check issue transfer to allow bank to flag possibly fraudulent checks.

- On-line query capabilities including dollar ranges, date ranges, check number ranges, payee search, and transaction type.
 - Automated Bank to Book Reconciliation with the ability to record and retain bank opening and closing balances and dates documents cleared, bank charges and credits.
13. The Contractor is responsible to perform proper periodic and timely backup of the system. The Contractor must back-up and maintain all data on site. In order to protect the sensitive nature of the inmates' information, the Contractor must not perform offsite data back ups.
 14. For inmates who work for pay in the facility, the system must provide an automated method for issuing payment into inmate accounts. The payroll module shall allow for "start date" and "stop date" information to be entered for each inmate worker and shall be capable of deriving the actual number of days worked and then calculate the corresponding pay for each inmate. The payroll system should also be capable of calculating payments to inmate workers on a weekly basis for those inmates released mid-week or month. For payroll report purposes, the system should allow for the inmate's data to be updated with the approximate release date. The system should provide the capability of generating and printing a pre-posting payroll report to allow for corrections to be made before final posting of the payroll. Payroll reports can be a categorized detail report or a summary report. The report must include but not be limited to the payee's name, period being paid and amount paid.
 15. The inmate accounting system must provide a weekly report to include all inmates eligible for indigent services per criteria determined by the County.
 16. In the event the County requires and requests integration of the Contractor's software with a 3rd party's software, for example to daily transmit in an acceptable format a check data file from the Contractor's software to the County's bank of choice, listing all checks written each day, for processing by the bank, the Contractor must comply with the County's request at no additional cost to the County.
 17. The system must be able to generate a report of all released/closed and/or delinquent accounts (inmate's name, ID #, and total amount owed).
 18. During the course of the resulting contract the County may opt to use Secure Mail as an electronic message system to allow family and friends to send electronic messages via a secure website. The Contractor at no additional cost to the County must include this service in its proposed commissary system; however this feature must not be activated until such time when the County instructs/authorize the Contractor to activate the Secure Mail feature of the system. The Secure Mail system will include the following:
 - a. Secure Mail requirements – Sender
 - The Contractor's secure website must be available in English and Spanish.

- The Contractor's secure website must require the User to establish an account and a Log-in name.
- Access to the Contractor's secure website must be free to the User.
- From an established account, the User must have the ability to, write, send, receive and read messages.
- User must be allowed to purchase message credits on the secure website via credit or debit card.
- The credit(s) charged to send a message should cover the cost for the receiving party to respond/reply to the message; the credit(s) shall cover the cost to send and receive only one message.
- Users must have the ability to see how many credits are remaining in their account every time they are logged in.
- User must have the ability to send photos via the secure website that is completely separate from sending an Electronic Message system (i.e. the sender will not be allowed to attach a photo to a message). The photo must be sent separately to insure proper review and approval by County's designated staff, for photo appropriateness.
- User must have access to his/her account at all times – day or night.
- User must have access to Customer Service via the secure website.
- User must be alerted via the secure website that the message or photo sent to the facility will be reviewed and approved or rejected based on content and appropriateness.
- A frequently Asked Question (FAQ) page must be available on the secure website to answer questions users may have.
- The secure website must not allow users to type special characters, bold and italicize words when writing and sending messages.
- The Contractor's secure website must allow users to print messages using additional credits as required.

Secure Mail requirements – County's Facilities

- Contractor must provide a secure website and log in for authorized County staff.
- Authorized County staff must have the ability to review all messages.
- Authorized County staff must have the ability to sort all messages from the To, From, and/or Subject fields.
- Authorized County staff must have the ability to open each message to review and approve or reject receipt of the message to the inmate.
- A software program must be provided that detects words or phrases predefined by the County.
- The County must have the ability to edit the word list and assign levels of security to each word identified.
- The software program must detect specific words in both incoming and outgoing emails (if applicable).
- Authorized County staff must have the ability to select groups of messages for approval without having to read each message.
- Authorized County staff must have the ability to review and approve or deny all photos sent through the secure website.

- Contractor must provide the ability for authorized staff to see connections between inmates and senders and transaction history (i.e. how many messages)
- Contractor must provide all marketing materials for the email program.
- The software for approving photos should allow up to 32 photos to come up on the approval screen at one time allowing officers the ability to approve/deny photos for multiple inmates very quickly.
- The software must score each message based on word search database and provide a rating “red, yellow, green” for each message to allow officers the ability to quickly see what messages contain more of the words they queried in the search. The rating thresholds must be programmable by each facility.
- The software must have the ability to route the message to the correct facility in the case an inmate is transferred from one facility to another.
- The software must allow authorized staff the ability to program certain messages from specific inmates or family/friends to be automatically escalated to a separate review screen.
- The software must have the ability to set up routing of approved messages automatically to different print queue in their facility.
- The software must have the ability to translate the scanned message from Spanish to English in the review mode. The original Spanish message should be shown with a translation in English below the message.

Secure Mail – Delivery Method requirements

- Electronic Message system must allow authorized facility staff to print messages.
 - Electronic Message system must have the ability for inmates to receive, send and display approved messages from an inmate kiosk and an MP3 player with the capability of turning off this feature.
 - Electronic Message system must allow authorized facility staff to print photos.
 - Electronic Message system must have the ability for inmates to view approved photos from an inmate kiosk and an MP3 Player with the capability of turning off this feature.
 - Electronic Message system must have the ability for inmate to invite a family or friend to sign up for the service and send them a message. The invite must be a canned message with an invite that directs the family/friend to sign up for the service and that does not allow the inmate to type anything into the invite.
 - Electronic Message system must allow the person receiving the invite to block this inmate from sending them another invite request and block any other inmate from this facility from sending them an invite.
 - Electronic Message system should block invites to email addresses that are .us, .state and .gov.
19. During the course of the resulting contract the County may opt to use a Secure Music Station as access to entertainment. The Contractor at no additional cost to the County must include this service in its proposed commissary system; however, this feature must not be activated until such time when the County

instructs/authorize the Contractor to activate the Secure Music Station feature of the system. The Secure Music Station will include the following:

- MP3 Players that are designed for the safety and security of the correctional environment.
- The MP3 player must be clear plastic with a built in FM stereo tuner
- The MP3 player must have no recording capability or moving parts, which eliminates tattoo guns.
- The MP3 player must come programmed to display the inmates name and DOC#, which eliminates the necessity for etching/engraving.
- The player must work on a Lithium Ion Polymer rechargeable battery.
- The player must be rechargeable with a cradle that works off AA batteries.
- The MP3 player must power off if it is connected to any other electronic device or computer other than the music kiosk.
- The program must not allow use of an external memory card which would compromise the security of the facility.
- The program must filter the music to remove inappropriate lyrics/versions.
- The program must provide inmates with access to millions of songs which must come pre-loaded into a Music Library. This will allow inmates to search for music in their own time and without being connected to the music kiosk.
- The MP3 player must have a mortality timer that requires inmates to connect to the music kiosk at least once every 30 days to renew the use of the player.
- The program must also allow photos, audio books, and education material as approved by the facility to be securely downloaded and stored onto the MP3 player.

G. Commissary Services

1. Prior to awarding a contract the County must visit the Contractor's distribution center/warehouse to verify security levels, appropriate inventory levels and quality of service.
2. The Contractor and County personnel will meet and mutually agree upon the items to be carried in the Commissary program. After the initial meeting NO ITEMS are to be offered or substituted without the **written approval** of the County. The Contractor is responsible to keep the County current of new products that may be offered. The Contractor will request product changes/substitution in writing. The County shall have fourteen (14) days to accept or refuse the product.
3. Provide kiosks as the method for inmates to use in ordering commissary items.
4. The Contractor shall make available the commissary items menu in both English and Spanish. The Contractor shall make available for purchase to inmates items to include but not limited to, hygiene products, writing

materials, games, snacks, candies, and a limited selection of clothing items, except where purchase restrictions are in place.

5. The Contractor will provide inmates with certain items approved by the County as "Non-Refundable Items". These items may include but are not limited to international calling cards, undergarments, and tennis shoes. For non-refundable items such as tennis shoes, once an order is placed and the funds to cover the purchase are deducted from the inmate's account; there will be no refund for that item except if the incorrect size shoe was delivered. If the item received does not match the description given on the order form or if the item is defective, in either case the Contractor will exchange the item or refund to the inmate the payment amount deducted from his account. **There will be no refund or exchange made for under- garments.**
6. The Contractor must package commissary orders in individual, clear, heat-sealed tamper-proof plastic packages that allow for easy inspection of package contents. All packaged commissary orders, upon arrival for delivery, will be inspected by Correctional Staff to ensure against the distribution of unauthorized items to inmates. Two (2) copies of the order receipt, sealed within the package, will be made available with each inmate's order. The receipt should contain the following information:
 - a. Inmate's Name
 - b. Inmate's Location
 - c. Inmate's Identification Number
 - d. Item(s) Description and Quantity Ordered
 - e. Total \$ of Order
 - f. Beginning Account Balance (before current order)
 - g. Ending Account Balance (after current order)
 - h. Signature line (Inmate)
7. All supplies and equipment shall be physically located at the Contractor's facility until ordered by the inmates. There will be no storage of delivery items or equipment on site. The delivery schedule may be modified as the population increases or as negotiated by the Contractor and the County.
8. The Contractor shall provide commissary distribution services on a schedule approved by the County. A single weekend delivery day (Saturday or Sunday) will be established for each facility (MCCF and MCDC). Each facility's delivery will be made and completed on the same day between the hours of 8:00 A.M. and 9:00 P.M. The Contractor shall provide sufficient personnel to deliver commissary orders to inmates housing units.
9. The Contractor must ensure that all food items are wrapped/packaged and dated for individual consumption; that all containers are made of non-breakable (no glass or metal) materials; combs and hair picks shall be made of unbreakable plastic and no longer than six (6) inches; All consumable products must be nonalcoholic (mouthwash, etc.) or must not contain CDS-based chemicals.

10. Commissary orders may not be packed and delivered by the Contractor's same staff members. The warehouse manager or personnel will randomly audit ten percent (10%) of all orders packaged each week for accuracy. The County reserves the right at any time to request for copies of such weekly audits from the Contractor.
11. The Contractor will provide closed carts for the purposes of commissary delivery. The carts must be lockable and no items should be visible or reachable from the cart when it is locked. It is the Contractor's responsibility to research the facilities hall widths, doors, etc., to ensure the delivery carts will fit in all areas as needed. The County must approve the carts.
12. All facility envelopes sold will be pre-stamped by the Contractor with the statement "Mailed From" with the appropriate facility address on the back of the envelope. This will be completed in letters at least ¼ inch in print.
13. The Contractor must provide to the County all signed and unsigned commissary receipts within 24-hours after commissary delivery. Signed receipts will be used to verify sales and Contractor's invoice amount. Unsigned receipts will be used to verify credits applied to inmates' accounts. The Contractor must also provide weekly and monthly sales reports as supporting documentation with the weekly invoice.
14. The Contractor must be able to restrict commissary orders as deemed necessary by the County for the effective, safe, and secure operation of the detention facilities, staff and inmates. Restrictions may be as follows:
 - Order form assignment based on housing/location (e.g. disciplinary)
 - Order form spending group limit
 - Order form maximum spending limit
 - Item category maximum spending limit
 - Item maximum time quantity
 - Item maximum quantity
 - Inmate's status (i.e. indigent)
 - Item status (for indigents use only)
 - Inmate's age
 - Inmate's available balance
 - Inmate's gender
15. The Contractor may observe the following National Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving, and Christmas. If delivery is scheduled on an established holiday, the Contractor and the County will discuss and agree upon an alternate delivery day.
16. As part of the RFP process, the Offeror will submit a suggested comprehensive list of menu products with suggested retail prices that include the cost of all services, commission to County and Contractor's profit to be realized by the sale of said items based on the suggested retail prices. Prices are to be at "fair market value" and established from pricing information obtained from the Washington, D.C. Metropolitan Area.

17. The Contractor must maintain sufficient stock levels in order to limit shortages. The Contractor shall not substitute and must have an order fill rate of 98% or greater. The inmate population is not static and changes very rapidly. The County requires a 98% or greater completed order percentage to reduce the number of credits and accounting problems, and for inmates that have been released during order processing. Back orders will not be allowed. After an initial start-up (3 month) period, failure to maintain a 98% or greater than completed order percentage on an average basis may, at County's option, be cause for contract termination.
18. The County reserves the right to determine the final retail selling prices of commissary items.
19. The Contractor will provide special packages for the County's indigent inmates. The indigent packages will contain pre-stamped envelopes, paper, security pen and such items as agreed upon by the Contractor and the County. The content of this package is subject to change at the discretion of the County.
20. The Contractor must provide credits due to non-delivery of products due to releases, transfers, or computer posting errors, to inmates' accounts on the day of delivery, prior to departure from the facilities.
21. The Contractor shall submit an invoice on a weekly basis that will detail and total the amount of the inmate gross sales for the week.
22. The Contractor shall on a weekly basis submit a sales invoice and correlating credit memo. This weekly invoice will include that week's completed orders. A check will be issued monthly by the County from the Inmate Trust Fund once invoices and credit memo have been verified for accuracy.

Gross (sales) receipts shall be construed to be all monies received from the sales of merchandise, products, or services; less any refunds, allowances, or adjustments for returns, defective or unsatisfactory merchandise, products, or services. These items must be detailed on the weekly sales invoice and credit memo.

The Contractor must submit a weekly sales report that includes the prior week's completed order percentage (Fill Rate).
23. The Contractor will be responsible for the management of the international calling cards that are available for the inmates through Commissary.
24. The Contractor must resolve discrepancies in delivery orders within twenty-four (24) hours (i.e., damaged products, expired "good 'til" dates, etc.).
25. The Contractor must maintain accurate books and records of this commissary account. The Contractor will upon receiving five (5) days written notice from the County, schedule a mutually agreed upon time during normal work hours,

for the County's designee to review and/or audit Contractor's books and records. Failure by the Contractor to permit the aforementioned review and/or audit of their books and records shall be considered cause by the County to terminate any contract arising from this Request for Proposal. The County or its designee reserves the right to audit the Contractor's books and records up to five (5) years after the expiration of the contract.

26. The Contractor's commissary software must be directly linked to the Contractor's host billing system so that purchases and credits posted in the commissary software will automatically generate the Contractor invoices and credits.
27. System components should be able to work while segmented across multiple network plans so that inmates and public users are separate from backend system components.
28. Upgrades should be included within a maintenance contract at no cost to County. System upgrades should be fully tested and Quality Assured prior to installation on the primary servers.
29. All upgrades or system changes will occur through the contract amendment process and the Contractor will provide the necessary information on specific changes and/or additions to the system.
30. The Contractor will provide training to the County's designated IT staff to provide first line system support.
31. During the term of the contract that results from this RFP, when the County implements a Correction and Rehabilitation Information Management System (CRIMS) that includes an inmate accounting module, the Contractor agrees (at no additional cost to the County) to convert the County's inmate accounting data from the Contractor's inmate accounting system to the County's new CRIMS inmate accounting module and too develop and implement an automated interface from the Contractor's Commissary System to the County's new CRIMS inmate accounting module within sixty (60) days of written notice by the County. The County uses Enterprise Service Bus (ESB) architecture for the interfaces based on a shared folder system. Files must be NIST based text files.

H. Commission Structure

1. The costs related to the Commissary operation and the Inmate Trust Fund Accounting Systems are the responsibility of the Contractor and will be covered in the selling prices of the commissary products to the inmates. Additionally, the Commissary operation shall provide a return of profit for weekly commissions to be paid by the Contractor to the County.
2. The County will receive weekly commissions from the Contractor based on monthly net sales less any refunds, allowances, or adjustments for returns and

services related to the Inmate Trust Fund Accounting System. Net sales are defined as gross sales less any applicable sales tax, less Adjustments/Credits, less Postage stamps and stamped envelopes sales. Commissions must be paid weekly and the check must be made payable to Montgomery County Inmates Escrow Account.

I. Kiosk Services

1. Direct Deposit

At no additional cost to the county, Contractor must provide technology which allows family members and friends several different ways to deposit money into an inmate's account.

The Contractor is responsible for the integrity of the deposit service in processing credit and debit card transactions. The Contractor must ensure that all of its subcontractors involved in processing credit and debit card transactions must be Payment Card Industry (PCI) compliant and must maintain PCI Compliance throughout the term of Contractor's provision of this service to the County.

The Contractor must work with the depositor to resolve discrepancies claimed by the depositor. The Contractor may request the intervention of the County if it will help resolve the situation between the Contractor and the depositor.

Contractor must provide primary, bilingual (English & Spanish) customer support for these services:

- Internet- Secure website for family and friends to use a credit or debit card to deposit funds directly to an inmate's account.
- Phone - A Call Center using a 1-800 number in which family and friends can use a credit or debit card to deposit funds into an inmate's account.
- On-site Deposit Kiosks - Family and friends can use facility lobby locations to deposit funds using cash, credit or debit card to deposit funds into an inmate's account.
- All deposit methods must be linked with the Contractor's software so that the deposits are electronically transferred and posted to each inmate's account in real time.
- The Contractor shall use its bank of choice to process all credit and debit card transactions. The Contractor must also guarantee all funds deposited using the methods listed for each inmate, thereby; eliminating County from liability for fraudulent or cancelled payments.

a. Deposit Kiosk (onsite)

The Contractor must provide two (2) standalone floor model kiosks to the County at no additional cost to the County. Deposit kiosks which will be located in each facility's lobby, must provide the following services:

- Accept cash, credit and debit card deposits from friends and family members of inmates.
- Takes a photo of depositor.

- Deposits must post to the Inmate Trust Fund in real-time; the Contractor is responsible for all and any interface fees associated with real-time interface with the accounting system.
- Provide a receipt to the depositor of whose account the funds were deposited into.
- Deposits (cash, debit and credit) must be electronically transferred via ACH transmittals into the County's designated financial account within a time span acceptable to the County.
- The kiosk deposit system must be available 24 hours, 7 days per week, 365 days per year.

b. Booking Kiosk (Deposit)

The Contractor must provide one (1) kiosk for use at MCDC Central Processing Unit (CPU). The kiosk must be capable of providing the following services:

- Must allow booking officer or detainee to insert cash (all denominations) and coins once the new or returning detainee's account is opened.
- Must track all deposits during each shift;
- Must allow deposits to be cleared at the end of each shift;
- Must be tamper-proof to ensure that deposits are secured and only accessible by authorized persons;
- Must interface seamlessly with proposed inmate accounting software in real-time;
- Booking kiosk must be supported by bidding commissary Contractor -
- no third party vendor will be accepted.

c. Housing Unit Kiosk

The Contractor must provide nineteen (19) kiosks for the inmates to use to order commissary items from their housing units. The kiosk must be capable of the following:

- Allow inmate to look up his/her account history; all debit and credit transaction information must be displayed to the inmate each time.
- Allow inmate to order commissary items;
- Allow inmate to request appointments;
- Allow inmate to order haircut, beard trim and beautician services;
- Inmate must be able to log onto the kiosk using the following method:
 - i Displayed to the inmate must be a log on screen that will instruct the inmate on how to gain access into the housing unit kiosk. The inmate must be asked to enter his or her facility identification number. The inmate must be asked to create his or her own unique PIN #. The facility must be able to change the PIN # at any time back to a default and then prompt the inmate to change the PIN # at next log on.

- From a County-approved order form an inmate must be able to create a grocery list of items he/she wishes to order using the kiosk touch-screen feature. A picture of each item must be displayed to the inmate before selection is made by the inmate.
2. The Contractor must provide the County's designated staff with username and password to securely access the online interface to allow the County to perform the following functions:
- To view, and to cancel incoming payments;
 - To download payment files;
 - To download monthly reports;
 - To monitor and investigate payments.

J. Hardware, Software and Equipment

1. Due to the County's limited workspace, the County prefers to have one computer at each workstation location. Therefore the County will give preference to offerors with proposals that allow the County to run the offeror's proposed Inmate Commissary Trust Fund Accounting System software, and the County's current mainframe, as well as future web-based, 1 Jail Management System along with other software programs on the County's existing workstations.
2. The total number of Housing Unit Kiosks will be nineteen (19); 17 at MCCF and two (2) at MCDC, and two (2) Deposit Kiosks; one (1) at MCCF and one (1) at MCDC located in the lobby areas of each facility and one (1) Booking Kiosk located in the Central Processing Unit(CPU) at MCDC.
3. The Contractor at its own cost and expense during the term of this contract must provide and install additional kiosks as may be required and requested by the County, for adequate coverage and operation of the commissary ordering process.
4. The Contractor at its own cost must provide to the County a file server (required), 2 receipt printers and 1 check printer. However, our needs may increase over time.

K. Software: Contractor must supply software licenses on ten (10) County workstations. There may be a need for additional licenses during the term of this contract. Please indicate in your proposal whether your software can be minimized in a Windows environment and if it can be toggled between programs or whether it has to be closed down entirely in order to open another program.

L. Equipment:

1. All commissary equipment provided shall be new and completely operational at the start of operation under this contract.
2. Inmate kiosks shall be able to provide the following information to the inmate: Current balance, Account history (including all past transactions), Commissary order entry (kiosk must show pictures of product and be bilingual), and provide a Static page for facilities to post information; and provide for inmates to enter their grievances.
3. All kiosks to be installed in the facilities for use by inmates must be constructed from indestructible type materials and shall be suitable for use in a jail environment. It shall be tamperproof, made with steel encased housings and shockproof keypads, waterproof and fireproof. All kiosks will be mounted firmly and securely with the appropriate wirings and cables in the areas designated by the County. The County shall inspect each kiosk to ensure that it is secure and stable and functioning properly.
4. The Contractor will be required to work with the facility to develop other uses for the kiosk in the future for other opportunities available to inmates, etc.
5. Twenty-four (24) hours per day, 365 days per year technical and kiosk support must be provided through an 800 number (provided by the Contractor) that is answered by a live person, at no additional charge by the Contractor to the County.

IV. CONTRACTOR/OFFEROR QUALIFICATIONS

- A. The offeror must have previous experience in successfully integrating with jail management systems. In order to be considered for a contract award, the offeror must demonstrate its capability to fully perform all of the requirements as stated in this RFP.
 1. The Contractor's proposal must include any litigation, either settled or pending within the last five (5) years. A brief explanation of such litigation must include the outcome or settlement of the litigation.
 2. The Contractor must also include in the proposal any contract cancellations (not expired contract at end of term) within the past five (5) years, the agency that cancelled the contract, the contact information of the agency and the reason for the cancellation.
 3. The Contractor's proposal shall include:
 - a. The number of support facilities and their location .
 - b. The number of employees and the percentage of total employees who provide technical support.
 4. The Offeror must demonstrate the following to qualify:

- a. The Offeror's software must have completed final testing and has been released to the public.
- b. If, during the term of the contract that results from this RFP, the County implements a Correction and Rehabilitation Information Management system (CRIMS) that provides an interface for new inmate data the Contractor agrees, at no additional cost to the County, to develop and implement an automated interface to the Contractor's Commissary System from the County's new CRIMS jail management system to eliminate the need for County staff to enter new inmate information into both the CRIMS and the Contractor's Commissary System. The County uses an Enterprise Service Bus (ESB) infrastructure for interfaces based on a shared folder system. Files must be NIST based text files.
 - The offeror will be responsible to convert all data from the existing commissary system to the offeror's system.
 - Explanation of how the offeror provides technical support for the software.
 - Demonstrate the ability to carry over positive and negative balances from repeated incarcerations of the same inmate.
 - Ability to merge accounts if it is found that there are more than one account for the same inmate.
 - Offeror's documentation of the ownership of the proposed software and offeror's ability to license use of the software to the County at the offeror's expense.

V. CONTRACTOR RESPONSIBILITY

1. The Contractor will be responsible to operate in an efficient and effective manner a fully operational, flexible, secure and reliable inmate commissary system to include an inmate accounting software, computer hardware and support and commissary services for inmates. All costs related to the commissary system operation are the sole responsibility of the Contractor. The Contractor is responsible to pay the County monthly commissions based on the contractor's monthly net sales.
2. The Contractor is responsible to ensure that all funds placed into inmates individual accounts be it cash, debit card or credit card transactions, that such funds are deposited with the County's designated financial institution and account in a timely manner.
3. The Contractor is responsible for the actions and/or inactions of all of its employees that will provide services under the resulting contract from the RFP. The Contractor prior to commencing the contract must have each of its employees who will provide services under this contract, provide the County with the employee's Social Security Number, date of birth, fingerprints and any other data which the County may require

to conduct a criminal history check. The County reserves the right to conduct criminal history and background check including drug screening on all of the Contractor's employees providing services under this contract.

4. The Contractor will be responsible for the expense incurred by the County for each Criminal background check that is performed on its employee. The Contractor will be invoiced the month following any and all examinations conducted.
5. The Contractor's employees must be in uniform with visible identification at all times when in any of the facilities.
6. The Contractor and its employees shall be responsible for reporting in writing any violations of the facilities directives or of the terms and conditions of this contract that occur. This information shall be forwarded to the Contract Administrator for this contract.
7. The Contractor is responsible/liable for the collection and transfer of funds from the deposit kiosks at the detention facilities, for deposit into the County's Inmate Escrow Account at the County's bank of choice. The Contractor must use a licensed and bonded armored car service of its choice to provide this service. The County must not be billed by the Contractor or its subcontractor(s) for armored car services.

VI. COUNTY RESPONSIBILITY

The County shall work closely with the Contractor to insure prompt system integration and implementation.

VII. REPORTS

The Contractor shall be responsible to provide the County with all reports indicated in this RFP within the time specified.

Kiosk Reporting

The contractor must provide the County's designated staff with username and password to securely access the online interface to perform the following reporting capabilities:

- Deposit History;
- Transaction Detail report by cash, debit, credit and date range;
- Bank Transfer by date range(daily, weekly, monthly, yearly);
- Usage Reports.

The Contractor shall also be responsible to provide ad hoc reports when requested by the County,

VIII. LIQUIDATED DAMAGES

- A.. Time is of the essence in the delivery of commissary services, accordingly to ensure the Contractor's performance as stated in this RFP, the County has established liquidated

damages for non-performance of contract requirements. The County will evaluate each instance of non-performance by the Contractor to ensure that DOCR'S actions did not interfere with the Contractor's ability to perform. The Contractor's failure to meet scheduled delivery may be excused if the failure to deliver was due to extreme weather emergencies or other Acts of God or action of DOCR that interfered with the Contractor's ability to perform. Liquidated damages will be imposed on the Contractor if it is determined by the County that the Contractor was negligent in its performance in a manner that is not excused as described above.

- B. The required inventory/stock service shall be at a 98% or greater Fill Rate per month. The Contractor acknowledges and agrees that its performance under this Contract must meet the requirements and standards set forth in this RFP's Scope of Services. If the Contractor fails to meet any of these requirements and standards set forth below, the County will impose Liquidated Damages in the following amounts:
1. If the Contractor fails to deliver commissary services as scheduled, the County shall assess liquidated damages at the rate of \$500 per facility, per occurrence. Continued failure to deliver commissary services as required shall be the basis for termination of the contract.
 2. If the Contractor fails to maintain a Fill Rate of 98% or greater for a facility, the County may assess liquidated damages in the amount of \$500 per facility for each month the Fill Rate was less than 98% but equal to or greater than 96%. If the Fill Rate is less than 96% but equal to or greater than 94% for a facility, the Contractor shall be assessed liquidated damages in the amount of \$750 per facility for each month the Fill Rate was not maintained. Fill Rate lower than 94% can be the basis for termination of the Contract by the County.
 3. The County will assess liquidated damages to the Contractor at the rate of \$300 per occurrence per facility for any one of the following violation:
 - Late delivery of commissary to a facility;
 - Delivery of out of date or stale products;
 - Failure to submit any weekly or monthly report as required in this RFP may result in liquidation damage of \$300 for each each late report;
 - Failure of Contractor's employee(s) to be in uniform (\$300 per employee);
 - Failure to make inmate accounting and commissary system available 24 hours a day to update inmate records, due to and not limited to non-maintenance of software and hardware. If the system is unavailable due to such scheduled maintenance or upgrades, in order for the Contractor not to be assessed liquidated damage the Contractor must notify the County at least forty-eight (48) hours in advance of the scheduled maintenance or upgrades
 - Failure to post credits to inmate's account on the scheduled delivery day of the inmate's order;
 - Failure to adhere to all County computer security policies such as updating anti-virus software regularly to ensure that the Contractor's network meets and complies with the County security policies.

SECTION D - PERFORMANCE PERIOD

I. TERM

The effective date of this Contract begins upon signature by the Director, Department of General Services. The period in which Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a two (2) year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term three (3) times for one (1) year each.

II. PRICE ADJUSTMENTS

In the event of a request for price adjustment (price increase) for any product, the Contractor will make the request in writing to the County and must indicate in the written request, the current price (prior to the request) of the item, the proposed adjusted price, and the requested effective date of the adjustment. The Contractor must provide sufficient justification (to include but not limited to Contractors suppliers Notice of price increase, at least one Invoice from its supplier showing prior price of the item and an invoice from its supplier showing price increase (new price) for the item, etc.) for the price increase. Such written request must be made to the Contract Administrator for this Contract. A request for price increase must be made thirty (30) days prior to the effective date of the price change. The County will respond to the request in writing within fifteen (15) days after the request is received by the County.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

I. PROCEDURES

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a. {The QSC will also review an offeror for responsibility.}
- b. Contractor interviews may be conducted with the three highest scoring offerors based on the QSC's score for each written proposal. The interview/software demonstration evaluation criteria that will then be utilized are listed below under Section E.2.b. The QSC will also review an offeror for responsibility.
- c. The QSC will make its award recommendation of the highest ranked offeror based on the QSC's combined written and interview score and its responsibility determination for each scope of service defined in the solicitation;
- d. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.
- e. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- f. Upon approval of a recommended award to a proposed awardee(s), by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee(s). If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.

- g. After the successful conclusion of negotiations, the Director will publicly post the name(s) of the proposed awardee(s).
- h. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

NOTE TO OFFERORS (Software Demonstration):

The department may contact the three highest offeror(s) to schedule a date, time and place for a demonstration of its software. Brenda Sims, IT Manager, in the Department of Correction and Rehabilitation, will make arrangement for the necessary logistics to be made available for a successful demonstration.

2. EVALUATION CRITERIA	<u>POINTS</u>
a. Written Proposal Evaluation Criteria	
The QSC will evaluate the written proposals based on the following criteria.	
1. Evidence of offeror's experience in the correction industry and proven capabilities to handle a contract the size and complexity of Montgomery County; include number of years of experience, variety of service offerings (commissary and trust fund accounting systems), history and accomplishments of the offeror with regard to providing commissary and trust funds accounting systems to include Real-Time transactions; number of customers, and correction specific products.	25
2. Proposed plan for meeting the County's commissary needs – how will orders be collected and processed. Ability to meet the no substitution and the 98% order fill rate as required and stated in this RFP.	15
3. Proposed Comprehensive Menu List & Prices. (NOTE: The County and Contractor will agree on a final menu list prior to the commencement of the Contract).	10
4. Offeror's security policies and procedures as they relate to personnel screening and selection, product inventory, security at Offeror's site/warehouse, packaging and transfer of orders to facilities, and on-site delivery of inmates' orders.	20
5. Installation and implementation plan to include time-line within the 30 day framework required by the County.	10
6. Evidence of Offeror's financial stability.	15
7. Proposed Commission Rate (%)	65
8. Deposit Fees (See Attachment I, #2)	20
Highest possible QSC score for written proposal evaluation:	180

- b. Interview/Software Evaluation Criteria (Including software Demonstration)
The QSC will evaluate the interviews based on the following criteria.

1	Demonstration of the capabilities of the offeror's computerized Inmate Trust Fund Accounting Software based on the requirements as stated in this RFP.	40
2.	Discussion of offeror's operating experience and reputation for providing quality service performance, indicating its references.	10
3.	Contractor's presentation of their proposed service and assessment of their communications/interpersonal skills	20
Highest possible QSC score for interview evaluation:		70

SECTION F - SUBMISSIONS

1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit one original and seven (7) copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and fax number.
- b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- c. At least three (3) references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)
- d. Provide a list of three (3) trade references. It must include government and/or commercial clients with which the contractor has current contracts within the general population size of Montgomery County. The list must include the name of the client and contact person information.
- e. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.
- f. Metropolitan Washington Council of Governments Rider Clause - Attachment B
- g. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D).
To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.
- h. Minority Business Program and Offeror's Representation - Attachment C

- i. Evidence of offeror's experience in the correction industry and proven capabilities to handle a contract the size and complexity of Montgomery County; include number of years of experience, variety of service offerings (commissary and trust fund accounting systems), history and accomplishments of the offeror with regard to providing commissary and trust funds accounting systems to include Real-Time transactions; number of customers, and correction specific products.
- j. Proposed plan for meeting the County's commissary needs – how will orders be collected and processed. Ability to meet the **no substitution and the 98% order fill rate** as required and stated in this RFP.
- k. Under CONTRACTOR'S QUALIFICATION the Offeror must respond to Items 1 thru 4 indicating how its software meets each requirement. Offeror must also indicate the approximate length of time it will take to demonstrate the capabilities of its software to the evaluation team as a component of the evaluation process.
- l. Offeror must discuss its security policies and procedures as they relate to personnel screening and selection, product inventory, security at Offeror's site/warehouse, packaging and transfer of orders to facilities, and on-site delivery of inmates' orders.
- m. Offeror must indicate its installation and implementation plan time-line and how it plans on accomplishing it within the County's 30 day framework.
- n. Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract. - Submit: Audited. Financial Statements for the past three years;
- o. Offeror's Proposed Commission Rate; Proposed Deposit Fee (Attachment I).

2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D.
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E.
- c. Certificate of Insurance (see mandatory insurance requirements) - Attachment F.
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.
- e. W-9 Form; Download W-9 Form from:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

SECTION G - COMPENSATION

The Contractor will submit weekly invoices to the County in a format approved by the County. Invoices shall be submitted by the immediate Friday following the week being billed. Invoices shall indicate the deduction of the percentage of commission accrued to the County for the invoiced period. The County shall pay the Contractor's invoices on a weekly basis from the Inmate Escrow Account. Commission rates proposed and accepted by the County will be valid for the initial and all renewal periods of the contract however during the outlying option years if insinuating circumstances (with adequate justification) warrant a request for commission rate adjustment (higher or lower), the request may be initiated by either party in writing to the appropriate authority sixty

days (60 days) prior to the expiration of the contract's current term. The approval of rate adjustment shall be mutually agreed to by the parties to the resulting contract, and such adjustment must be included in the contract amendment that extends the contract term for that option year. Only one (1) request for price adjustment will be allowed during the entire contract term (including option renewals).

The Contractor weekly shall pay the County's Inmate Escrow Account a commission based on net sales (gross sales less sales tax, less Adjustments/Credits, less stamps and stamped envelopes sales).

SECTION H - CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. USING DEPARTMENT

The contract administrator for any contract(s) resulting from this solicitation will be the Contract Administrator for the Department of Correction & Rehabilitation.

240-777-9776

The contract administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the Contractor's performance;
6. Furnish timely written notice of the Contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Department of General Services;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

SECTION I - SPECIAL TERMS AND CONDITIONS

Inquiries and Notices

1. All non-technical / procedural inquiries concerning this RFP may be submitted in writing (mail, email) or via telephone (but must be followed up in writing) to:
Jannie Bright Davies
Contract Administrator
Dept. of Correction & Rehabilitation
22880 Whelan Lane
Boyd's, MD 20841

No oral communication is binding on the County. All inquiries shall be accepted no later than ten (10) business days before the Closing Date of this RFP. Questions should be submitted in a timely manner to allow for time to research and communicate through an Amendment to the RFP by the Office of Procurement, the questions and answers to all who are known to have received a copy of the RFP.

2. The County will not grant a request to extend the closing date of this RFP unless the Using Department requests and provide sufficient reason to extend the closing date. If an extension of the RFP is approved by the Office of Procurement, that office will amend the RFP and will notify all known recipients of the RFP. Amendments issued after the due date for proposals shall be sent only to those Offerors who had submitted timely proposals.

SECTION J - ETHICS

As a result of being awarded this contract the successful Contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A Contractor providing an analysis or recommendation to the County concerning a particular matter must not,

without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
 - (a) another party in the matter; or
 - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the Contractor by the County.

ATTACHMENT A**REFERENCES**

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

ATTACHMENT B

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE
USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF
GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded Contractor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	Alexandria, Virginia	_____	_____	Manassas Park, Virginia
_____	_____	Alexandria Public Schools	_____	_____	Maryland-National Capital Park & Planning
_____	_____	Alexandria Sanitation Authority	_____	_____	Commission
_____	_____	Arlington County, Virginia	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Arlington County Public Schools	_____	_____	Metropolitan Washington Council of
_____	_____	Bladensburg, Maryland	_____	_____	Governments
_____	_____	Bowie, Maryland	_____	_____	Montgomery College
_____	_____	Charles County Public Schools	_____	_____	Montgomery County, Maryland
_____	_____	College Park, Maryland	_____	_____	Montgomery County Public Schools
_____	_____	Culpeper County, Virginia	_____	_____	Northern Virginia Community College
_____	_____	District of Columbia	_____	_____	OmniRide
_____	_____	District of Columbia Courts	_____	_____	Potomac & Rappahannock Transportation
_____	_____	District of Columbia Public Schools	_____	_____	Commission
_____	_____	District of Columbia Water & Sewer	_____	_____	Prince George's County, Maryland
_____	_____	Authority	_____	_____	Prince George's County Public Schools
_____	_____	Fairfax, Virginia	_____	_____	Prince William County, Virginia
_____	_____	Fairfax County, Virginia	_____	_____	Prince William County Public Schools
_____	_____	Fairfax County Water Authority	_____	_____	Prince William County Service
_____	_____	Falls Church, Virginia	_____	_____	Authority
_____	_____	Fauquier County Schools & Government,	_____	_____	Rockville, Maryland
_____	_____	Virginia	_____	_____	Spotsylvania County Schools
_____	_____	Frederick, Maryland	_____	_____	Stafford County, Virginia
_____	_____	Frederick County, Maryland	_____	_____	Takoma Park, Maryland
_____	_____	Gaithersburg, Maryland	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Greenbelt, Maryland	_____	_____	Vienna, Virginia
_____	_____	Herndon, Virginia	_____	_____	Virginia Railway Express
_____	_____	Leesburg, Virginia	_____	_____	Washington Metropolitan Area Transit
_____	_____	Loudoun County, Virginia	_____	_____	Authority
_____	_____	Loudoun County Public Schools	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Loudoun County Sanitation Authority	_____	_____	Winchester, Virginia
_____	_____	Manassas, Virginia	_____	_____	Winchester Public Schools
_____	_____	City of Manassas Public Schools	_____	_____	

 Contractor Name

RFP # 1005415
ATTACHMENT C

Minority Business Program & Offeror's Representation

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – “Minority Contracting” Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD SubContractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD SubContractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



**Montgomery County MFD Report of Payments Received For Office Use
Office of Business Relations and Compliance**

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD SubContractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO

DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime Contractor and/or the project? YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - ()
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program
Specialist II
255 Rockville Pike, Ste. 180
Rockville, MD 20850

ATTACHMENT D

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document "Minority, Female, Disabled Person SubContractor Performance Plan".

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD SubContractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subContractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subContractor for filing an arbitration claim.
- E. County approval of the MFD SubContractor Performance Plan does not create a contractual relationship between the County and the minority owned business subContractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD SubContractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subContractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD SubContractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD SubContractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subContractors and all amounts actually paid minority owned business subContractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

- A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD SubContractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subContractors, is _____% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subContractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

SubContractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subContractor: _____

This subContractor will provide the following goods and/or services:

2. Certified by:

SubContractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subContractor:

This subContractor will provide the following goods and/or services:

3. Certified by:

SubContractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subContractor:

This subContractor will provide the following goods and/or services:

4. Certified By:

SubContractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subContractor: _____

This subContractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subContractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet summarizing maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract. or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer

Date: _____

MFD Program Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director
Department of General Services

Date: _____

Director
Department of General Services

Date: _____

The Contractor submits this MFD SubContractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Director, Department of General Services

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor to notify the Director, Department of General Services of any proposed change to the SubContractor Performance Plan.

ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or Contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent Contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

ATTACHMENT F MANDATORY INSURANCE REQUIREMENTS

Commissary Services to Inmates - Accounting Software and Product Delivery - including installing a secured deposit kiosk in the lobby of MCCF to electronically collect funds for inmates (with options to make cash or a credit or debit card deposit), process all credit and debit cards transactions and guarantee all funds and not store any credit or debit card information of users of this service and transfer funds to bank

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Professional Liability

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least ***one million dollars (\$1,000,000)*** per claim and aggregate and a maximum deductible of \$25,000. Contractor/proposer agrees to provide a one-year discovery period under this policy.

Money & Securities Broad Form Policy (County must be named Loss Payee)

A policy for Money and Securities coverage (Inside and Outside - Broad Form) shall be carried for the benefit of the County and the contractor in the following amounts:

Inside - \$1,000,000, no deductible

Outside - \$1,000,000, no deductible

Contractor will be responsible for the deductible.

Fidelity Bond (County must be named Loss Payee)

A Fidelity Bond (also known as a faithful performance bond or an honesty bond) in the amount of ***\$500,000*** per employee. Bond must cover all employees performing within the scope of services described herein. The bond shall cover loss due to dishonest acts of employees and/or failure to faithfully perform duties. The bond must not carry a deductible. Employee theft coverage evidenced under another crime policy will be accepted in lieu of this bond requirement. The fidelity bond shall be maintained in full force and effect until termination of the contract with the County.

Automobile Liability Coverage

A minimum limit of liability of ***five hundred thousand dollars (\$500,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required unless a greater period is required by law.

Certificate Holder

Montgomery County, Maryland
Correction and Rehabilitation / Jannie Bright-Davies
22880 Whelan Lane
Boys, Maryland 20841

ATTACHMENT G

Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the Contractor and any of its subContractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular Contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subContractor or independent Contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each Contractor and subContractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by Contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the Contractor is jointly and severally liable for any noncompliance by a subContractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subContractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subContractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

- ☐ 1. Reserved [Intentionally left blank].
- ☐ 2. a Contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).

- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).
- ☐ C. Nonprofit Wage & Health Information
This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A (b) (4). Accordingly, the Contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).
- ☐ D. Nonprofit's Comparison Price(s) (if desired)
This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).
- ☐ E. Wage Requirements Reduction (if applicable)
This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ _____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subContractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

**501(c) (3) Nonprofit Organization's Employee's
Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT H

Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor

The Contractor and all SubContractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all SubContractors. The Contractor and all SubContractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or SubContractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
5. If a Contractor or any SubContractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and SubContractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all SubContractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any SubContractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any SubContractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the PMMD-185 04/10

decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all SubContractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any SubContractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.

**ATTACHMENT I
FEE SCHEDULE**

1. Proposed Commissary Commission Rate (% of Net Sales) %

2. Deposit Fee Schedule (Charged to Inmates' Family and Friends)

Gross Amount Deposited	Credit/Debit Deposit via Website	Credit/Debit Deposit via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposit Via Lobby Kiosk
\$0.01 - \$19.99				
\$20.00 - \$99.99				
\$100.00 - \$199.99				
\$200.00 - \$300.00				